

THIS IS A RELEASE OF LIABILITY. READ CAREFULLY, SIGN BELOW AND RETURN. BUYER HAS NO RIGHT TO USE THE PLANS UNTIL THIS RELEASE OF LIABILITY IS SIGNED AND RETURNED.

## RELEASE OF LIABILITY

THIS RELEASE OF LIABILITY, made as of the date of execution by Buyer, as shown below, is between HANGAR 10 AERO, LLC, a Minnesota liability company, 716 East Superior Street, Duluth Minnesota 55802 (Seller), The American Hatz Association, dba Hatz Biplane Association, an Oklahoma 501 c(3) Corporation (Distributor) and \_\_\_\_\_ of \_\_\_\_\_ (Buyer).

WHEREAS, Buyer is desirous of purchasing from Seller and Distributor Hatz Bantam Plans, bearing Serial No. \_\_\_\_\_, for Buyer's use, and Seller and Distributor, under circumstances hereof, are willing to sell same to Buyer pursuant and subject to this agreement;

WHEREAS, Buyer understands that Seller and Distributor will not and cannot guarantee to Buyer that Buyer's utilization of said plans will be without risk to Buyer and Buyer relies solely on Buyer's own skill and judgment in the purchase and use of said plans;

NOW, THEREFORE, in consideration of the covenants and conditions stated herein, and other goods and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Buyer agrees to hold Seller and Distributor harmless from, and Buyer hereby assumes the entire responsibility and liability for, any and all damages or injury of any kind or nature whatever, including death, as to all persons, whether Buyer's guests, employees, agents, or otherwise, and to all property, including Buyer's own property, caused by, resulting from, arising out of, or occurring in connection with the supply to Buyer, or the use by Buyer or other persons, the plans referred to.
2. If any person shall make a claim for injury or damage, including death, whether based upon Seller's or Distributor's alleged or passive negligence or participation in the wrong or upon any alleged breach of any statutory or other duty or obligation Seller or Distributor may have, Buyer shall indemnify and save harmless Seller and Distributor, their shareholders, Directors, Officers, agents, servants and employees, from and against any and all loss, expenses, damage or injury that Seller or Distributor may sustain as a result of any such claim.
3. BUYER HAS PURCHASED THE PLANS REFERRED TO HEREIN UNDER THE EXPRESS UNDERSTANDING AND AGREEMENT THAT THEY ARE SOLD WITHOUT ANY WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE. SAID PLANS, AS SOLD PURSUANT TO THIS AGREEMENT, ARE SOLD AS IS. SELLER AND DISTRIBUTOR SHALL NOT BE LIABLE FOR ANY DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OF PLANS OR ARISING OUT OF ANY ALLEGED BREACH OF ANY OBLIGATION ON THE PART OF SELLER OR DISTRIBUTOR.

In no event and under no circumstances shall Seller or Distributor be liable for the loss of profits or other consequential damages, nor shall Seller or Distributor be liable for any claim or demand by any third party against Buyer, Seller or Distributor.

4. Buyer acknowledges that the plans were prepared by Seller. Seller's transfer of the plans to Buyer creates no right of reproduction for the purpose of resale by Buyer.

5. Buyer agrees with Seller and Distributor the Buyer will provide a copy of this release for any transfer of the plans from Buyer and that Buyer will not do so without securing a written agreement from Buyer's transferee that such transferee accepts the provisions.

6. All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if mailed by registered or certified mail, return receipt requested, postage prepaid and sent to the address set forth next to each party's signature hereto, or at such other address as either party shall notify the other party of in a written notice sent in compliance with this paragraph. All notices shall be deemed duly given on the earlier of (i) the day delivered, or (ii) five days after the postmark date.

7. This Release shall be governed by the State of Minnesota and is intended to be a complete and final release, effective for all purposes and binding on all successors and assigns of Buyer.

IN WITNESS WHEREOF, the parties hereto have executed this release of Liability at Seller's place of business and at Buyer's address stated above.

**Date:**

**Buyer:**

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